

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

NELSON WHITE, JR., et al.,	:	
Plaintiffs,	:	CIVIL ACTION
	:	
v.	:	NO. 11-7928
	:	
THE PNC FINANCIAL SERVICES	:	
GROUP, INC., et al.,	:	
Defendants.	:	

ORDER

AND NOW, this 20th day of June 2013, upon consideration of Defendants' Motions to Dismiss (Doc. Nos. 91-93), Plaintiffs' Consolidated Response (Doc. No. 102), Defendants' Replies (Doc. Nos. 106, 108), and all Notices of Supplemental Authority (Doc. Nos. 109-11, 115-18, 126, 128, 130-31, 133-38, 142-44), **IT IS HEREBY ORDERED** that:

1. The Motion to Dismiss of Defendant Triad Guaranty Insurance Corporation (Doc. No. 93) is **DENIED as moot**;
2. The Motions to Dismiss of Defendants The PNC Financial Services Group, Inc. (Doc. No. 91), Radian Guaranty, Inc., Republic Mortgage Insurance Company, Mortgage Guaranty Insurance Corporation, and Genworth Mortgage Insurance Corporation (Doc. No. 92) are **GRANTED**;
3. The Amended Complaint is **DISMISSED without prejudice**.¹

¹ Because the amended complaint is factually, not legally, deficient, a curative amendment would not necessarily be futile. *Phillips v. County of Allegheny*, 515 F.3d 224, 245-46 (3d Cir. 2008). Plaintiffs are therefore granted leave to file a second amended complaint within fourteen (14) days of this Memorandum and Order, if they can in good faith. If Plaintiffs choose to file a second amended complaint, they must include with it a redline

BY THE COURT:

/s/ Lawrence F. Stengel
LAWRENCE F. STENGEL, J.

version clearly showing all changes against the amended complaint. If Plaintiffs choose not file a second amended complaint, the amended complaint will be dismissed with prejudice and this case closed.